Print Date 10/26/12

Page 1 of 5

CONTRACT

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

| | Contract / Re | vision | Alt Order | # |
|---------------------|---------------|---------|---------------|----------------|
| | 967570 | 1 | 07915256 | 5 |
| Product | | | | |
| AKIN/SEN/R | | | | |
| Contract Dates | Estimate # | | | |
| 10/26/12 - 10/30/12 | | | | |
| Advertiser | | | Original Date | / Revision |
| Akin/R/Senate | | | 10/26/12 | / 10/26/12 |
| | Billing Cycle | Billing | Calendar | Cash/Trade |
| | EOM/EOC | Broad | cast | Cash |
| | Station | Accou | nt Executive | Sales Office |
| | KMBC | Mered | ith Thompson | Eagle-Washingt |
| | Special Hand | lling | | |
| | | | | |
| | Demographic | | | |
| | Adults 35+ | | | |
| | | | | |
| | | | | |
| | IDB# | Advert | iser Code | Product Code |
| | | AKIT | | |
| | Agency Ref | | Advertise | r Ref |
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Snotel

| | | Spots/ | | | |
|---|-------------------------|-----------------------|---------|----|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | TypeSpo | ts | Amount |
| N 1 KMBC 10/26/12 10/26/12 First News at 6am | 6-7am | :30 | NM | 1 | \$750.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1 | <u>Rate</u> \$750.00 | | | | |
| N 2 KMBC 10/29/12 10/30/12 First News at 6am | 6-7am | :30 | NM | 2 | \$1,500.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 11 2 | <u>Rate</u> \$750.00 | | | | |
| N 3 KMBC 10/26/12 10/26/12 Good Morning America | 7-9am | :30 | MM | -1 | \$550.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1 | <u>Rate</u> \$550.00 | | | | |
| N 4 KMBC 10/29/12 10/30/12 Good Morning America | 7-9am | :30 | MM | 2 | \$1,100.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 11 2 | <u>Rate</u> \$550.00 | a . | | | |
| N 5 KMBC 10/27/12 10/27/12 Sa 6-7a | 6-7a | :30 | МИ | 1 | \$375.00 |
| Class of Time - Pre-emptible with notice Start Date | <u>Rate</u> \$375.00 | | | | |
| N 6 KMBC 10/27/12 10/27/12 News Wknd Sat | 7-9am | :30 | NM | 1 | \$350.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/121- Spots/Week | <u>Rate</u> \$350.00 | | | | |
| N 7 KMBC 10/28/12 10/28/12 Su 6-7a | 6-7a | :30 | NM | 1 | \$350.00 |
| Class of Time - Pre-emptible with notice Start Date | Rate \$350.00 | | A . | | |
| N 8 KMBC 10/28/12 10/28/12 News Wknd Sun | 7-9am | :30 | NM | 1 | \$400.00 |
| Class of Time - Pre-emptible with notice Start Date | Rate | | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



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Contract / Revision Alt Order# 967570 07915256 Contract Dates Product Estimate # 10/26/12 - 10/30/12 AKIN/SEN/R Advertiser Original Date / Revision 10/26/12 / 10/26/12 Akin/R/Senate

| | | | | | | - 5,0 | 9 | Spots/ | *** | | | |
|---------------|---|--|---|-----------------|---------------------------|--------|----------|--------|------|------|-------|------------|
| *Line | e Ch Start | Date End Da | ate Descriptio | n | Start/End Time | Days | Length V | Veek | Rate | Туре | Spots | Amount |
| Wee | Start Date ek: 10/22/12 | End Date 10/28/12 | Weekdays 1 | Spots/Week 1 | Rate \$400.00 | | | | | | | |
| N 9 | KMBC 10/28 | /12 10/28/1 | 2 This Week | With George Ste | ep 930-1030am | dillo- | :30 | | | NM | 1 | \$750.00 |
| Wee | Class of Time Start Date ek: 10/22/12 | e - Pre-emptib End Date 10/28/12 | le with notice Weekdays 1 | Spots/Week 1 | <u>Rate</u> \$750.00 | | | | | | | |
| N 10 | KMBC 10/26/ | /12 10/26/1 | 2 5pm News | | 5-530pm | | :30 | | | NM | 1 | \$850.00 |
| Wee | Class of Time Start Date ek: 10/22/12 | e - Pre-emptib End Date 10/28/12 | le with notice Weekdays1 | Spots/Week 1 | <u>Rate</u> \$850.00 | | | | | | | |
| N 11 | KMBC 10/29/ | /12 10/30/1 | 2 5pm News | | 5-530pm | | :30 | | | NM | 2 | \$1,700.00 |
| Wee | Class of Time Start Date ek: 10/29/12 | e - Pre-emptib End Date 11/04/12 | le with notice Weekdays 11 | Spots/Week 2 | <u>Rate</u> \$850.00 | | | | | | | |
| N 12 | KMBC 10/26/ | 12 10/26/1 | 2 6pm News | | 6-630pm | | :30 | | | MM | 1 | \$950.00 |
| Wee | Class of Time Start Date ek: 10/22/12 | e - Pre-emptib End Date 10/28/12 | le with notice Weekdays1 | Spots/Week 1 | <u>Rate</u> \$950.00 | | | | | | | |
| N 13 | KMBC 10/29/ | | | | 6-630pm | | :30 | | | NM | 2 | \$1,900.00 |
| Wee | Class of Time Start Date ek: 10/29/12 | - Pre-emptib End Date 11/04/12 | le with notice <u>Weekdays</u> 11 | Spots/Week 2 | <u>Rate</u> \$950.00 | | | | | | | |
| N 14 | | | 2 6pm News | Saturday | 6-7pm | | :30 | | | NM | 1 | \$550.00 |
| | Class of Time Start Date ek: 10/22/12 | End Date 10/28/12 | Weekdays 1- | Spots/Week 1 | <u>Rate</u> \$550.00 | | | | | | | |
| N 15 | | | 2 5pm News | Sunday | 5-6pm | | :30 | | | NM | 1 | \$500.00 |
| - | Class of Time Start Date ek: 10/22/12 | End Date 10/28/12 | Weekdays 1 | Spots/Week 1 | <u>Rate</u> \$500.00 | | = | | | | | |
| N 16 | | | 2 M-F/SU 10p | m News | 10-1035pm | | :30 | | | NM | 1 | \$2,200.00 |
| 71.07.100.020 | Class of Time Start Date k: 10/22/12 | End Date 10/28/12 | Weekdays 1 | Spots/Week 1 | <u>Rate</u> \$2,200.00 | | | | | | | |
| N 17 | | | 2 M-F/SU 10p | m News | 10-1035pm | | :30 | | | МИ | 2 | \$4,400.00 |
| A | Class of Time Start Date k: 10/29/12 | End Date 11/04/12 | Weekdays 11 | Spots/Week 2 | <u>Rate</u> \$2,200.00 | | | | | | | |
| N 18 | KMBC 10/28/ | 12 10/28/12 | Su 10pm ne | ws | 10-1030pm | | :30 | | | NM | 1 | \$2,500.00 |
| Wee | Class of Time Start Date k: 10/22/12 | - Pre-emptibl End Date 10/28/12 | e with notice Weekdays1 | Spots/Week 1 | <u>Rate</u> \$2,500.00 | | | | | | | |
| N 19 | | | 2 Late Airing L | ate News | 1030p-11p | | :30 | | | NM | 1 | \$750.00 |
| - | Class of Time Start Date k: 10/22/12 | End Date 10/28/12 | e with notice Weekdays1- | Spots/Week 1 | <u>Rate</u> \$750.00 | | | | | | | |
| N 20 | KMBC 10/26/2 | | | | 3-4pm | | :30 | | | NM | 1 | \$275.00 |

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10/26/12 / 10/26/12



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| | Contract / Revision | Alt Order # |
|---------------------|--|--------------------------|
| | 967570 / | 07915256 |
| Contract Dates | Product | Estimate # |
| 10/26/12 - 10/30/12 | AKIN/SEN/R | |
| Advertiser | <u>, </u> | Original Date / Revision |

| *Line Ch Start Date End Date Description | Start/End Time | Days Length | Spots/ Week Rate | Type | Spots | Amount |
|--|---------------------------|-------------|---------------------------|------|-------|-------------|
| Week: Start Date End Date Weekdays Spots/Week 10/22/12 10/28/12 1 1 | <u>Rate</u> \$275.00 | | | | | |
| N 21 KMBC 10/29/12 10/30/12 Dr. Phil | 3-4pm | :30 | | NM | 1 | \$275.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 MT 1 | <u>Rate</u> \$275.00 | ,, | | | | |
| N 22 KMBC 10/29/12 10/29/12 DWS | 7p-9p | :30 | | NM | 1 | \$5,000.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | <u>Rate</u> \$5,000.00 | | | | | |
| N 23 KMBC 10/28/12 10/28/12 SU 1030pm News | 1030-11pm | :30 | | NM | 1 | \$1,400.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/121 1 Spots/Week | Rate \$1,400.00 | | | | | |
| N 24 KMBC 10/26/12 10/26/12 Jimmy Kimmel | M-F 1205-105am | :30 | | NM | 2 | \$30.00 |
| Class of Time - Immediately Pre-emptible without notice Start Date | Rate \$15.00 | | | | | |
| N 25 KMBC 10/28/12 10/28/12 Sun News @ 5am | 5-6am | :30 | 100 Noviem Landon Company | NM | 2 | \$120.00 |
| Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 2 2 | <u>Rate</u> \$60.00 | | | | | |
| | | | Totals | | 32 | \$29,525.00 |

Akin/R/Senate

| Time Period | # of Spots | Gross Amount | Net Amount | | |
|--------------------|------------|--------------|-------------|--|--|
| 10/01/12 -10/28/12 | 20 | \$13,650.00 | \$11,602.50 | | |
| 10/29/12 -10/30/12 | 12 | \$15,875.00 | \$13,493.75 | | |
| Totals | 32 | \$29,525.00 | \$25,096.25 | | |

| Signature: | Date: | |
|------------|-------|--|
| | | The state of the s |

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Ad vertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which proadcast occurred or on such other data as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2 TERMINATION

- (a) Unless otherwise specified on the face hereof, either party-may terminate this contract, without cause, upon giving the other party-at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of proadcasting hereunder. If Agency so terminates this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unperid accrued charges he reunder shall immediately become due and payable. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- Agencymay, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station sonly liability shall be to pay satisfied damages a sum equal to the lesser of the following: (i) the abtual nonancelistic out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancelistion, Station had given notice of termination pursuant to Paragraph 2(s) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any disbility to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3 OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or anyother similar or dissimilar cause beyond the Station's reasonable control, Station falls to broadcast anyor all of the announcement's) or programs to be broadcast hereunder. Station shall not be in breach hereof, but Agency's hall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and find on such time is available, the time changes allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any/broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make available reasonable access? and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agencywill not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES.

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this combact, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be flable for loss or damage to Agency's material or, even if socepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agen by and Advertiser will jointly and severally indemnify and notid harmless Station from and against all daims, demands, debte, obligations or phages (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for proadcast or contemplated proadcast of materials formished by or on behalf of Agency's not vertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnifies shall promptly notify and cooperate with the indemnitor with respect to any plain. The provisions of this paragraph shall survive the termination or expiration of this context.

8. CONSEQUENTIAL DAMAGES

Agen oyand Station hereby agree that consequental damages resulting from any breach of this contract, pursuant to Paragraph 2, or any preemption of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be field liable for any consequential damages incurred.

This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Staton will proadcast the announdements and programs govered by this contraction the dates and at the approximate hourly-times provided on the

table hereof

| Can't | The Province shall be a second and the state of the second |
|------------------------------------|--|
| | The Station shall exercise normal preparations in handling of property and mail, but assumes no liability for loss or damage to program or commercial |
| materials and other property furni | shed by the Agencyin connection with broadcasts hereunder. The Station will not accept or process mall, correspondence, or telephone calls in |
| connection with broad rests excer- | vi alter ita prior approva |

- (b) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Surfon shall look initially to Agency for the payment thereof unless and until Agency falls to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has there often made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or piedge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of decoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be alling to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained reliating to the payment of billings by Agency shall be construed so as to relieve Advertiser of or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast here under for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (a) This contact contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the isws of the State of New York, and with the Communications Act of 1924, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face interest, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

KMBC-TV 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

| | · · · · · · | | | | |
|---------------------|---------------|---------|-------|-------------|----------------|
| | Contract / Re | vision | - 1 | Alt Order # | <u> </u> |
| | 967570 | 1 | | 07915256 | |
| Product | | | | | |
| AKIN/SEN/R | | | | | |
| Contract Dates | Estimate # | | | | |
| 10/26/12 - 10/30/12 | | | | | |
| Advertiser | | | Ori | ginal Date | / Revision |
| Akin/R/Senate | | | 1 | 0/25/12 | / 10/25/12 |
| | Billing Cycle | Billing | Cale | endar | Cash/Trade |
| | EOM/EOC | Broado | ast | | Cash |
| | Station | Accour | nt Ex | kecutive | Sales Office |
| | KMBC | Meredi | th T | hompson | Eagle-Washingt |
| | Special Hand | ing | | | |
| 45 | | | | | |
| | Demographic | 9) | | | |
| Ti - | Adults 35+ | | | | |
| | | | | | |
| | | | | | |
| | IDB# | Adverti | ser | Code | Product Code |
| | | AKIT | | | |
| | Agency Ref | | | Advertiser | Ref |

Spots/ *Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount KMBC 10/26/12 10/26/12 First News at 6am 6-7am :30 NM \$750.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 \$750.00 KMBC 10/29/12 10/30/12 First News at 6am 6-7am :30 NM 2 \$1,500.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 11----\$750.00 KMBC 10/26/12 10/26/12 Good Morning America 7-9am :30 NM \$550.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate 10/28/12 Week: 10/22/12 ----1--\$550.00 KMBC 10/29/12 10/30/12 Good Morning America 7-9am :30 NM 2 \$1,100.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 11----\$550.00 2 KMBC 10/27/12 10/27/12 6-7a :30 NM \$375.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 \$375.00 1 7-9am KMBC 10/27/12 10/27/12 News Wknd Sat :30 NM \$350.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 1 \$350.00 KMBC 10/28/12 10/28/12 6-7a :30 NM \$350.00 Class of Time - Pre-emptible with notice Weekdays Spots/Week Start Date End Date Rate Week: 10/22/12 10/28/12 \$350.00 KMBC 10/28/12 10/28/12 News Wknd Sun 7-9am :30 NM 1 \$400.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate

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| | | Spots/ | | | |
|---|---------------------------|------------------|-----------|-------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week | Rate Type | Spots | Amount |
| Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1 | <u>Rate</u> \$400.00 | | | | |
| N 9 KMBC 10/28/12 10/28/12 This Week With George Ste | | :30 | NM | 1 | \$750.00 |
| Class of Time - Pre-emptible with notice | wed of | | | | Ψ100.00 |
| Week: 10/22/12 End Date Weekdays Spots/Week 10/22/12 10/28/12 Spots/Week | <u>Rate</u> \$750.00 | | | | |
| N 10 KMBC 10/26/12 10/26/12 5pm News | 5-530pm | :30 | NM | 1 | \$850.00 |
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| N 11 KMBC 10/29/12 10/30/12 5pm News | 5-530pm | :30 | NM | 2 | \$1,700.00 |
| Class of Time - Pre-emptible with notice Start Date Week: 10/29/12 End Date Weekdays 11/04/12 11 2 | <u>Rate</u> \$850.00 | | | | |
| N 12 KMBC 10/26/12 10/26/12 6pm News | 6-630pm | :30 | NM | 1 | \$950.00 |
| Class of Time - Pre-emptible with notice | о осори | .00 | INIVI | 1 | \$950.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1 | <u>Rate</u> \$950.00 | | | | |
| N 13 KMBC 10/29/12 10/30/12 6pm News | 6-630pm | :30 | NM | 2 | \$1,900.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 11 2 | <u>Rate</u> \$950.00 | | | | |
| N 14 KMBC 10/27/12 10/27/12 6pm News Saturday | 6-7pm | :30 | NM | 1 | \$550.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/121- 1 Spots/Week | <u>Rate</u> \$550.00 | | | | |
| N 15 KMBC 10/28/12 10/28/12 5pm News Sunday | 5-6pm | :30 | NM | 1 | \$500.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/121 1 | <u>Rate</u> \$500.00 | | | | |
| N 16 KMBC 10/26/12 10/26/12 M-F/SU 10pm News | 10-1035pm | :30 | MM | 1 | \$2,200.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1 | Rate \$2,200.00 | | | | |
| N 17 KMBC 10/29/12 10/30/12 M-F/SU 10pm News | 10-1035pm | :30 | NM | 2 | \$4,400.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 11 2 | <u>Rate</u> \$2,200.00 | | | | |
| N 18 KMBC 10/28/12 10/28/12 Su 10pm news | 10-1030pm | :30 | NM | 1 | \$2,500.00 |
| Class of Time - Pre-emptible with notice Start Date | <u>Rate</u> \$2,500.00 | | | | |
| N 19 KMBC 10/27/12 10/27/12 Late Airing Late News | 1030p-11p | :30 | NM | 1 | \$750.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1 | <u>Rate</u> \$750.00 | ocms | | ** | +. 30,00 |
| N 20 KMBC 10/26/12 10/26/12 Dr. Phil | 3-4pm | :30 | NM | 1 | \$275.00 |
| Class of Time - Pre-emptible with notice | | | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

Alt Order #



967570 07915256 Contract Dates Product Estimate # 10/26/12 - 10/30/12 AKIN/SEN/R

www.kmbc.com

Advertiser Original Date / Revision 10/25/12 / 10/25/12 Akin/R/Senate

Contract / Revision

| *Line Ch Start Date End Date Description | Start/End Time | Spots/ Days Length Week | Rate Type | Spots | Amount |
|--|---------------------------|-------------------------|------------|-------|-------------|
| Start Date End Date Weekdays Spots/Week | Rate \$275.00 | Days Length Week | rvate Type | Spois | Amount |
| N 21 KMBC 10/29/12 10/30/12 Dr. Phil | 3-4pm | :30 | NM | 1 | \$275.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 MT 1 | <u>Rate</u> \$275.00 | | | | |
| N 22 KMBC 10/29/12 10/29/12 DWS | 7p-9p | :30 | NM | 1 | \$5,000.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 1 1 | <u>Rate</u> \$5,000.00 | | | | |
| N 23 KMBC 10/28/12 10/28/12 SU 1030pm News | 1030-11pm | :30 | NM | 1 | \$1,400.00 |
| Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/121 1 Spots/Week | <u>Rate</u> \$1,400.00 | | | | |
| N 24 KMBC 10/26/12 10/26/12 Jimmy Kimmel | M-F 1205-105am | :30 | NM | 2 | \$30.00 |
| Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 2 2 | <u>Rate</u> \$15.00 | | | | |
| | | Totals | | 30 | \$29,405.00 |

| Time Period | # of Spots | Gross Amount | Net Amount | | |
|--------------------|------------|--------------|-------------|--|--|
| 10/01/12 -10/28/12 | 18 | \$13,530.00 | \$11,500.50 | | |
| 10/29/12 -10/30/12 | 12 | \$15,875.00 | \$13,493.75 | | |
| Totals | 30 | \$29,405,00 | \$24,994,25 | | |

| Signature: | Date: | |
|------------|-----------|--|
| | | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase proadcast advertising time on behalf of the advertiser named on the face of this contract ("Ad vertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals billowing broadcasts hereunder, bill Agency on behalf of Advertiser at address on the isperhereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the bos hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broad dasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (a) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (i) the social nonconcellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency isbondispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "edual opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement's) or programs to be broad cast here under, Station shall not be in breach hereof, but Agen by shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfectory substitute date and time, and if no such time is available, the time changes allocable to the omitted broadcast shall be walved; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

PREEMPTIONS

Station shall have the right to cancel any/broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to bettein political candidates under the Communications Act of 1934, as a smended. Station will notify Agency of such cancellation as promotly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge thereby.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and excense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contracted the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and confinuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if some prior to the station of the s

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast nereunder.

7 INDEMNIEICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency's notor Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnites shall promptly notify and cooperate with the indemnitor with respect to any olaim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any ornission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will proadpast the announcements and programs covered by this contraction the dates and at the approximate hourly-times provided on the

face hereoit

| (b) The Station shall exercise normal prepautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia | 1 |
|---|---|
| materials and other property furnished by the Agencyin connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in | |
| connection with broad casts except after its prior approval. | |

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof; and Agency will so tas agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment to resonant making payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has not theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pleage to a faird party monies which may be or become payable by/Advertiser or Agency, or that Agency was in danger of becoming in solvent; or (ii) a fier receiving notice (together with a current statement of a count) from Station that Agency is seriously defining and under this or anyother advertiser gareement (i) between Station and Agency be a filing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations nereunder. If this contract is with a media buying service. If this contract is made directly with Advertiser, references herein to Agency shall slowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that have need on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC Issued pursuant thereto. When there is any inconsistency between these atsindard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

STATE/LOCAL CANDIDATE

NAB Form PB-17 Candidates

FEDERAL CANDIDATE

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

| 38 | | | | | 34 | 7 W | 77 77 78 | W. |
|--------|----------|----------|-------|-------|-----|-----|----------|------|
| 100 | | | | N m | | | 1 m | 8.00 |
| (check | applicat | ole box) | 50.00 | a a l | . 8 | | | • |

To Avail Themselves of The Lowest Unit Charge During a Political. Window, Federal Candidates Must Sign The Certification On Page 3 Station and Location: KEGAN BERAN being/on behalf of. TODD AKIN qualified candidate of the REPUBLICAN political party for the office of: UNITED STATES SENATE in the PRIMARY election to be held on: AUGUST 7, 2012 do hereby request station time as follows: Broadcast Time of Day, Rotation or Length Class Times per Number Days Week of Weeks Package Total Charges: Copyright \$2011 by the National Association of Broadcasters. May Not Be Copied, Reproduced or Further Distributed.

| For programming that, in national importance," lis | whole or in part, "cor | nmunicates a mes | sage relating to an | y political matter of |
|--|---------------------------------------|--|---------------------|--|
| national importance, ins | t the matters below: | a a a a a a | | |
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| I represent that the payn | nent for the above desc | ribed broadcast ti | me has been furnis | hed by: |
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| PO BOX 31222 ST. L. | OUIS, MO 63131 | * * * | | |
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| and you are authorized to | | | | |
| I represent that this perso | | | andidate or an auth | orized |
| committee/organization | of the legally qualified | candidate. | | |
| | | | | * * * |
| The name of the treasure | r of the candidate's au | thorized committee | ee is: | ** |
| | | | | |
| SCOTT G. ENGELBRI | 3CHT | *************************************** | | <u> </u> |
| This station has disclose | d to me its political adv | vertising policies. | including applica | ble classes and rates |
| and discount, promotion | | | | |
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| THIS STATION DOE | S NOT DISCRIMINA | TE OR PERMIT | DISCRIMINATI | ON ON THE BASIS |
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CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

| I, KEGAN BERAN |
|--|
| (name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement: |
| ☑ does □ does not |
| refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate: |
| (check applicable box) |
| the radio programming contains a personal audio statement by the candidate that |
| identifies the candidate, the office being sought, and that the candidate has approved the broadcast. Ithe relevision programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast. |
| |
| Neg-Ber- |
| signature of candidate or authorized committee KEGAN BERAN 6/29/12 |
| printed name date |

NAB Form PB-17 Candidates

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF CANDIDATE'S REQUEST)

| Broadcast Length | Time of Day, Rotation or Package | Days | Class Times per Week | Number of Weeks |
|---------------------|--|------|-------------------------|--------------------|
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AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.